

Mark Minuti (Del. No. 2659)
SAUL EWING LLP
222 Delaware Avenue, Suite 1200
P.O. Box 1266
Wilmington, DE 19899
(302) 421-6840
(302) 421-5873 (Fax)

and

Adam H. Isenberg, Esq.
SAUL EWING LLP
1500 Market Street, 38th Floor
Philadelphia, PA 19102
(215) 972-8662
(215) 972-1853 (Fax)

Attorneys for CVS Pharmacy, Inc.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----x
IN RE: : Chapter 11
: Case No. 09-50026 (REG)
GENERAL MOTORS CORP., et al., :
Debtors. : (Jointly Administered)
-----x

**LIMITED OBJECTION OF CVS PHARMACY, INC. TO
NOTICE OF (I) DEBTORS' INTENT TO ASSUME AND ASSIGN CERTAIN
EXECUTORY CONTRACTS AND (II) CURE COSTS RELATED THERETO**

CVS Pharmacy, Inc. ("CVS"), by and through its undersigned counsel, hereby submits this limited objection (the "Objection") to the Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Costs Related Thereto (the "Assignment Notice"), served upon CVS by the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") pursuant to this Court's Bidding Procedures Order [Docket No. 274].

Background

1. On or about June 1, 2009 (the “Petition Date”), the Debtors commenced these voluntary cases under Chapter 11 of the Bankruptcy Code.

2. On June 2, 2009, this Court entered an Order (the “Bidding Procedures Order”) approving the Debtors’ bidding procedures, which includes procedures regarding the Debtors’ assumption and assignment of executory contracts.

3. Pursuant to the Bidding Procedures Order, on or about June 5, 2009, the Debtors delivered an Assignment Notice to CVS, indicating that the Debtors intend to assume and assign to the proposed purchaser of the Debtors’ assets (the “Purchaser”) the Debtors’ 2009-2010 Model Year Competitive Assistance Program with CVS dated as of January 14, 2009 (the “Contract”). Under the terms of the Contract, the Debtors are, among other things, obligated to make certain payments to CVS in connection with the lease by CVS of certain vehicles. According to CVS’ books and records, these payments currently total \$210,650. The secure contract website maintained by the Debtors (the “Contract Website”), however, does not include any corresponding cure amount owing to CVS with respect to the Contract.

Cure Objection

4. Pursuant to section 365(b)(1) of the Bankruptcy Code, a debtor seeking to assume and assign an executory contract must (1) cure, or provide adequate assurance that it will promptly cure, all defaults under the contract, (2) compensate the counterparty to the contract for any pecuniary loss to such party resulting from any defaults under the contract, and (3) provide the counterparty to the contract with adequate assurance of future performance under the contract. 11 U.S.C. § 365(b)(1). Unless CVS receives payment sufficient to cure all existing defaults up to the time of assumption, the Contract may neither be assumed nor assigned by the Debtors.

5. CVS does not object *per se* to the assumption of the Contract and the

assignment thereof to the Purchaser. CVS objects to the Assignment Notice solely to the extent that the Debtors fail to list an appropriate cure amount for the Contract. According to CVS' books and records, the cure amount for the Contract is currently \$210,650.¹ As such, CVS objects to the Assignment Notice and submits that the proper cure amount for the Contract is \$210,650.²

6. CVS reserves the right to raise and be heard with respect to other objections to the Assignment Notice, as well as to revise the within Objection.

/s/ Mark Minuti

Mark Minuti (Del. No. 2659)

SAUL EWING LLP

222 Delaware Avenue, Suite 1200

P.O. Box 1266

Wilmington, DE 19899

(302) 421-6840

(302) 421-5873 (Fax)

and

Adam H. Isenberg, Esq.

SAUL EWING LLP

1500 Market Street, 38th Floor

Philadelphia, PA 19102

(215) 972-8662

(215) 972-1853 (Fax)

Counsel to CVS Pharmacy, Inc.

Dated: June 15, 2009

¹ This amount is subject to adjustment in the event, and to the extent, CVS leases additional vehicles prior to resolution of this Objection.

² This amount is subject to adjustment in the event, and to the extent, CVS leases additional vehicles prior to resolution of this Objection.